

REMARKS

Claim Rejections under 35 USC 102(b)

Rejection of Claims 1-4, 9, 11, 16-19, 23 and 25-27 under 35 USC 102(b) as being anticipated by U.S. Patent No. 5,099,627 to Coulton et al.

Claims 1-4, 9, and 11

The Examiner has rejected Claims 1-4, 9 and 11 under 35 USC 102(b) as anticipated by U.S. Patent No. 5,099,627 to Coulton et al. According to the Examiner, Coulton teaches a mat comprised of a flexible semi rigid mat of polymeric material bonded to a barrier which allows vapor to pass but substantially prevents water from passing through. Applicant respectfully submits that because Coulton does not in fact teach a mat bonded to a barrier, which bonding is required by Applicant's Claim 1, the rejection of Claim 1 with respect to Coulton should be withdrawn.

Applicant's Claim 1 reads in relevant part as follows, "a ... mat of polymeric material...and...a...barrier material bonded to upper portions of the mat..." As provided by the Merriam Webster Online Dictionary (<http://www.m-w.com>), the word "bond" means "to cause to adhere firmly," while the word "adhere" means "to hold fast or stick by or as if by gluing, suction, grasping, or fusing." Thus, as applied to Applicant's Claim 1, the polymeric mat is required to be bonded, i.e., adhered and/or stuck, to the barrier material.

Contrary to bonding, adhering and/or sticking, Coulton's mat is not in fact bonded to a barrier. Coulton, Column 4, lines 25-32, provides, in relevant part, "A building structure...may be made first [by] providing...the deck member 18 and then applying and affixing to the deck member 18, as by staples 22 or other suitable fasteners, a layer of roofing felt 20. Next, the openwork member 24 is positioned over the roofing felt 20, and secured to the deck member 18 through the felt 20." This passage, along with the drawings and remainder of the Coulton specification make clear that the Coulton polymeric mat and barrier member are two discrete elements, and not elements bonded, adhered and/or stuck together. In fact, as taught by Coulton, the barrier material (roofing felt 20) is first secured to the deck member 18 through fastening. Once the barrier material has been so fastened to the deck member 18, the polymeric mat is then disposed

atop the barrier material and then secured to the deck member 18 through a fastener. Thus, Coulton clearly does not teach a polymeric mat bonded to a barrier material, but rather teaches a polymeric mat that is separate from a barrier material.

By way of commercial background, Applicant's invention provides an advantage over the prior art by generally unitizing the polymeric mat and the barrier material. Because the polymeric mat is bonded to the barrier material, and because both elements are flexible, the unitary structure of the mat and barrier material may be supplied to an installation site in roll form, as referenced in Applicant's Claim 11. Once received at the installation site, the mat and barrier material may be simply unrolled over the identified substrate for installation, without requiring reorientation of the mat and barrier material due to the bonding therebetween. In contrast, Coulton's teaching cannot provide this advantage. First, Coulton's mat and barrier material are not readily adapted to be rolled together. Second, even if Coulton's mat and barrier could be provided in roll form, the roll could not be unrolled over an identified substrate for installation without requiring constant reorientation of the mat and the barrier material, as both elements would operate as discrete elements and not as a unitary structure unrolling in a uniform manner.

Thus, Applicant respectfully submits that the rejection of Claim 1 relative to Coulton has been traversed because Coulton fails to teach Claim 1's required element of bonding. Additionally, because Claims 2-4, 9 and 11 depend from Claim 1, Applicant also respectfully submits that the rejection of these Claims is hereby traversed as well. Therefore, Applicant respectfully requests that the rejection of Claims 1-4, 9 and 11 relative to Coulton be withdrawn.

Claims 16-19, 23 and 25-27

The Examiner has rejected Claims 16-19, 23 and 25-27 under 35 USC 102(b) as anticipated by U.S. Patent No. 5,099,627 to Coulton et al. According to the Examiner, Coulton teaches a mat comprised of a flexible semi rigid mat of polymeric material bonded to a barrier which allows vapor to pass but substantially prevents water from passing through. Applicant has amended independent Claims 16 and 27 to require the element of "bonding" as discussed with reference to Claims 1-4, 9 and 11. Because of

the reasons noted above, it is respectfully submitted that independent Claims 16 and 27, as presently amended, define over Coulton. Additionally, it is also respectfully submitted that Claims 17-19 23 and 25, which depend from independent Claim 16, are also defined over Coulton through the independent Claim 16 amendment. Therefore, it is respectfully submitted that the rejections of Claims 16-19, 23 and 25-27 is hereby overcome. Withdrawal of the rejection is respectfully requested.

Applicant respectfully submits that the rejection of Claims 1-4, 9, 11, 16-19, 23 and 25-27 over Coulton is hereby overcome. It has been demonstrated that independent Claim 1 defines over Coulton through specification of bonding between the polymeric mat and the barrier material, thereby traversing the rejection of independent Claim 1. Also, it is respectfully submitted that the rejection of Claims 2-4, 9 and 11 is also hereby overcome through their dependency on independent Claim 1. Independent Claim 16 has been amended to require the bonding element of independent Claim 1, thereby traversing the rejection of independent Claim 16. Also, it is respectfully submitted that the rejection of Claims 17-19, 23 and 25 is also hereby overcome through their dependency on independent Claim 16. Independent Claim 27 has also been amended to require the bonding element of independent Claims 1 and 16, thereby traversing the rejection of independent Claim 27. Accordingly, it is respectfully submitted that the rejection of Claims 1-4, 9, 11, 16-19, 23 and 25-27 is hereby traversed. Withdrawal of the rejection is respectfully requested.

Rejection of Claims 5-7, 10, 20, 21 and 24 under 35 USC 103(a) as being unpatentable over U.S. Patent No. 5,099,627 to Coulton et al. and U.S. Patent No. 5,224,315 to Winter, IV.

The Examiner has rejected Claims 5-7, 10, 20, 21 and 24 under 35 USC 103(a) as obvious in light of Coulton et al. Applicant respectfully submits that the present rejection is obviated through the remarks and amendments specified above.

Specifically, it has been established that independent Claim 1 defines over Coulton. Accordingly, because Claims 5-7 and 10 depend from independent Claim 1, it is respectfully submitted that the rejection of Claims 5-7 and 10 under 35 USC 103(a) is hereby overcome. Additionally, independent Claim 16 has been amended to define over

Coulton, as previously discussed. Accordingly, because Claims 20, 21 and 24 depend from independent Claim 16, it is respectfully submitted that the rejection of Claims 5-7 and 10 under 35 USC 103(a) is hereby overcome. Therefore, withdrawal of the rejection of Claims 5-7, 10, 20, 21 and 24 is respectfully requested.

Allowance of Claims 12-15.

Applicant expresses his sincere gratitude for the Examiner's allowance of Claims 12-15.

Summary

Applicant has amended Claims 16 and 27 so that the claims may more clearly define Applicant's invention. No new matter has been added by these amendments.

It is respectfully submitted that all pending claims are in a condition for allowance. Allowance of the pending claims is respectfully requested.

The Examiner is invited to telephone Applicant's representative to discuss any matters further.

Respectfully submitted,

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